

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12,17, 23, 24 & 30</i>				1. REQUISITION NUMBER 36- 3246		PAGE OF 1 30	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER DTRS57- 02- B- 60002	
						6. SOLICITATION ISSUE DATE 12/06/2001	
7. FOR SOLICITATION INFORMATION CALL :		a. NAME GUY HILLMAN		b. TELEPHONE NUMBER <i>(No collect calls)</i> (617) 494- 3401		8. OFFER DUE DATE/LOCAL TIME 01/08/2002 1400 ET	
9. ISSUED BY U. S. DOT/RSPA/Volpe Center 55 Broadway Kendall Square Cambridge MA 02142				CODE DTS- 852		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: 336510 SIZE STANDARD:	
				11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS	
				<input type="checkbox"/> 13A. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)			
				13b. RATING			
				14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input checked="" type="checkbox"/> IFB <input type="checkbox"/> RFP			
15. DELIVER TO VOLPE CENTER				CODE VNTSC		16. ADMINISTERED BY U. S. DOT/RSPA/Volpe Center 55 Broadway Kendall Square Cambridge MA 02142	
17A. CONTRACTOR/ OFFEROR				CODE		18A. PAYMENT WILL BE MADE BY	
						CODE	
TELEPHONE NO.				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED. <input type="checkbox"/> SEE ADDENDUM			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER							
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Delivery: 270 Days After Award						
	Continued ...						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT <i>(For Govt. Use Only)</i>	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA						<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA						<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA <i>(SIGNATURE OF CONTRACTING OFFICER)</i>			
30b. NAME AND TITLE OF SIGNER <i>(Type or Print)</i>				30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER <i>(Type or Print)</i>	
						31c. DATE SIGNED	
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	
				36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		35. AMOUNT VERIFIED CORRECT FOR	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE		37. CHECK NUMBER	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				42a. RECEIVED BY <i>(Print)</i>		40. PAID BY	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				41c. DATE		42b. RECEIVED AT <i>(Location)</i>	
						42c. DATE REC'D <i>(YY/MM/DD)</i>	
						42d. TOTAL CONTAINERS	

REF.NO. OF DOC. BEING CONT'D.
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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Mark For: U. S. DOT/RSPA/Volpe Center 55 Broadway Kendall Square Cambridge MA 02142				
0001	Acquisition of up to two Locomotives				
0001a	Locomotive one	1.00	EA		
0001b	Locomotive two	1.00	EA		
0002	Transportation of up to two Locomotives to Military Ocean Terminal Concord, California	2.00	EA		

SECTION III - CONTRACT CLAUSES

3.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

<http://www.dot.gov/ost/m60/tamtar>

52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS.MAR 2001

Addendum Paragraph (a) Warranty and Inspection is hereby amended as follows:

Warranty

The contractor shall provide a maintenance warranty of one (1) year beginning with the date of government acceptance at final destination location. Warranty shall cover labor, parts, material, equipment and any associated transportation required to support this warranty. Work performed under warranty requiring contractor(s) at other locations different than the original destination, shall be at the contractor's expense.

Inspection Procedure

Each locomotive shall be examined by the contractor and certified that they meets the specifications and minimum requirements of the specifications contained herein. Government inspections shall be done at the contractor's plant and again at the final delivery installation facility. The installation facility will be the point of final acceptance by the government. Any locomotive that fails to meet the specifications and minimum requirements of the specifications contained herein during final inspection shall be repaired within a fourteen-day period from when the Government inspectors reject that such locomotive. In the case where there may be catastrophic failure or damage to a locomotive in route to destination the timeframe of the repair shall be negotiated between the contractor and the Government.

The Government will verify final specification compliance at the point of final acceptance. The PD250 form will be used to convey the equipment to the U.S. Government.

The following check list shall apply:

Locomotive Inspection Checklist

Inspection Procedure For Contractor

All repair, reconditioning, inspection and tests must be conducted and documented by a shop which uses AAR approved practices and procedures and is recognized by the railroad industry. If wheels or bearings have to be replaced, an AAR approved shop must perform work. The contractor's facilities must be serviced by a railhead and be serviced by a recognized railroad. The facilities must also meet the OSHA and EPA recognized standards.

Each locomotive shall be examined by the contractor and certified in writing that each meet the specifications and minimum requirements of the specifications contained herein. The Government reserves the right to inspect the locomotive(s) prior to any re-work/repair work proposed and may occur at the location of the repair. Final acceptance will take place at the destined Army installation facility. The Government shall verify specification compliance at the point of final acceptance. The following check list shall apply:

Exterior

- a) General overall appearance is clean and structurally correct as originally designed.
- b) Structural damage is nonexistent or proper repairs have been made.
- c) No evidence of locomotive body sag or twist.
- d) Must be free from any corrosion or oxidation.
- e) Must be properly stenciled according to AAR interchange rules.
- f) A properly programmed Automatic Equipment Identification (AEI) tag shall be attached and registered with the AAR.

Underframe

The underframe shall be damage-free and structurally intact and have legible badge plates. Original stamped OEM serial number must be visible on locomotive frame.

Trucks

- a) Springs correct for locomotive application.
- b) Wheels are in accordance with specifications.
- c) Side bearings and bolsters have proper clearances.
- d) Wheel bearings are in accordance with AAR and OEM requirements.
- e) Journal boxes and side frames meet qualified OEM tolerances.
- f) Bolster and body centerplates meet OEM tolerances and have proper lubrication.

Couplers

- a) Check pockets for repairs or cracks.
- b) Check for proper height of coupler (34½ inches (87.6 cm) from top of rail to center).
- c) Check and measure coupler knuckle for operation and condition.
- d) Check installation of bottom couplers at both ends.
- e) Check for specification manganese steel wear plates on all coupler carriers.
- f) Check for operation of uncoupling system.

Brakes

- a) Check all air brake valves for proper size and type.
- b) Check main reservoir both emergency and main.
- c) Check angle cocks, both A and B end.
- d) Check all brake rigging for cotter pins and worn out lever pins.
- e) Check brake levers for proper operation and contact with locomotive body.

- f) Check hand brake for operation and correct application.
- g) Check all safety hangers.
- h) Check for proper FRA piston travel.
- i) Apply new composition brake shoes.

Safety Appliances

a) Check for proper clearances and applications.
Check to ensure handholds and sill steps installed are secured properly.

52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL
BUSINESS CONCERNS. (10%) JAN 1999

**3.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT
STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS. (MAR 2001)**

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755).
- (2) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

[*Contracting Officer shall check as appropriate.*]

x (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

[] (2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (Jan 1999).

X (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

[] (4)(i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

[] (ii) Alternate I to 52.219-5.

[] (iii) Alternate II to 52.219-5.

[x] (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).

[] (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4)).

☐ (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

☐ (8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

(ii) ☐ Alternate I of 52.219-23.

☒ (9) 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐ (10) 52.219-26, Small Disadvantaged Business Participation Program - Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☒ (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999)

☒ (12) 52.222-26, Equal Opportunity (E.O. 11246).

☒ (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

☒ (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

☒ (15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

☒ (16) 52.222-19, Child Labor - Cooperation with Authorities and Remedies (E.O. 13126).

☐ (17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).

☐ (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

☒ (18) 52.225-1, Buy American Act - Balance of Payments Program - Supplies (41 U.S.C. 10a - 10d).

☒ (19)(i) 52.225-3, Buy American Act - North American Free Trade Agreement - Israeli Trade Act - Balance of Payments Program (41 U.S.C. 10a - 10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

☐ (ii) Alternate I of 52.225-3.

☐ (iii) Alternate II of 52.225-3.

☐ (20) 52.225-5, Trade Agreements (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

☐ (21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

[] (22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

[] (23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).

[x] (24) 52.232-33, Payment by Electronic Funds Transfer - Central Contractor Registration (31 U.S.C. 3332).

[] (25) 52.232-34, Payment by Electronic Funds Transfer - Other than Central Contractor Registration (31 U.S.C. 3332).

[] (26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).

[] (27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

[x] (28)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

[] (ii) Alternate I of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

[Contracting Officer check as appropriate.]

[] (1) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, *et seq.*).

[] (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

[] (3) 52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

[] (4) 52.222-44, Fair Labor Standards Act and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

[] (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, *et seq.*).

[] (6) 52.222-50, Nondisplacement of Qualified Workers (Executive Order 12933).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components -

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);

(4) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996); and

(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, *et seq.*).

SECTION IV - DOCUMENTS, EXHIBITS, ATTACHMENTS**Specifications and General Requirements For****Reconditioned GP-9 Locomotives or Equal****1 Reference and compliance**

Locomotive Quality Assurance must follow ISO 9000/9002 certification requirements as well as satisfying all of the following documents (most current versions):

- a) Association of American Railroads (AAR) Manual of Standards and Recommended Practices
- b) AAR Field Manual of Interchange Rules
- c) The Official Railway Equipment Register
- d) Code of Federal Regulations (CFR), Title 49, Transportation
- e) American Society of Mechanical Engineers (ASME), Boiler and Pressure Code Section IX, Welding Qualifications
- f) American Society for Testing and Materials (ASTM), A53 - Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless
- g) American Welding Society (AWS), D15.1 - Railroad Welding Specification
- h) AISI Standards
- i) OEM Maintenance Instructions (MI's)

2 Order of Precedence

In the event of a conflict between the text of this document and the references cited herein, the text of this document takes precedence. Nothing in this document, however, supersedes applicable laws and regulations unless a specific exemption has been obtained.

3 Minimum Requirements**3.1 General**

Model Type	GP-9 or equal, low nose configuration. Multiple unit capable
Batteries	New
Wiring	Less than 10 years old (Exane or equal)
Air Compressor:	3 Stage-Water Cooled
Traction Motors	4ea D77 or equivalent qualified to OEM Maintenance Instructions
Journal Bearings	Type - Roller size: 6½ x12 qualified or new
Wheel Size	40 inches Multi-Wear Type new or qualified reprofiled
Rim Size	2" lathe turnable remaining after profiling as minimum
Draft Gear Type	M-381 Rubber rebuilt
Coupler	AAR Standard, Type E or F, Top Operated, new or qualified
Fuel Fill Fitting	Snyder
Air Brake Schedule	26 L
Gear Ratio	62:15
Sump Drain Collection Tank	50 gal minimum
Dynamic Brake	Not required. If unit equipped it must function
Engine	2 cycle 16-645 E rebuilt. Cast iron liners. 1750 HP min, roots blown, 16-567 C upgraded to 645 acceptable

Auxiliary Generator	18 KW minimum or better. Reconditioned
Main Generator	D-12 with D-14 Alternator or better. Reconditioned
Accessories	Digital Speedometer, Electronic Event Recorder (Quantum or Equal), Ditch Lights (front and rear), Exhaust Spark Arrestors

3.2 Engine Specifications

3.2.1 General

- a) All bolt holes shall be inspected and tapped; then qualified with a threaded go-no go gauge, class 2-B.
- b) All bolt holes that do not qualify shall be inserted or welded and remachined. Exhaust manifold mounting bolt holes must be repaired by keenserts.
- c) Lifting pad bolt holes that fail to qualify are welded, drilled and tapped.
- d) A record of the inspection, measurements, and repairs performed shall be furnished to the customer.
- e) After qualification and repair, the crankcase and oil pan shall be recleaned and sealed to remove all metal shavings and contaminants.
- f) New lower liner inserts will be installed and measured for proper I.D. and alignment after installation.
- g) Clean and install head frames, covers, and fuel manifolds.
- h) Clean and install water manifolds and water manifold braces.
- i) Install backing plates for engine tags.
- j) Install vendor engine tags, including engine serial number, vendor identification, date, and engine model.
- k) Paint engine.

3.2.2 Power Unit Assemblies (16)

- a) New cast iron liners (HUB)
- b) Diamond 4 or 5 heads new or QEM qualified
- c) New valves
- d) New hardened valve guides
- e) New machined type keepers
- f) Head firing face machined to phonograph finish
- g) New piston with upper hardened ring groove
- h) Pre-stressed stainless steel rings for iron liners
- i) New Viton head gaskets
- j) OEM Qualified carriers and pins
- k) OEM Qualified fork and blade rods
- l) New water jumpers
- m) OEM Qualified rocker arms

3.2.3 Main Bearing

- a) Main bearing caps and A-frames will be de-burred and checked with a serration gauge. Caps will be applied to the crankcase with qualified main bearing studs and stud stretched. Alignment of bores, bore sizes, thrust width, and location will be checked on a GRANITE table along with "P" pipe manifold and end sheet square to line bore & recorded.
- b) Main bearing bore will be checked with laser.

- c) Serration's shall be inspected & gauged and repaired as necessary.
- d) All main bearing caps shall be gauged for thickness and spot faced for hardened flat washer.
- e) All crab studs qualified.
- f) All spherical seats checked for cracks and pits and repaired as necessary.
- g) Crankshaft line bore will be welded and machined as necessary in accordance with EMD M.I. 100 (May 1992).
- h) Line bore machine will put line bore back to center of OEM tolerances.
- i) "P" pipes to be qualified or replaced if damaged.

3.2.4 Oil Pan Repair

- a) All fractures, excessive wear areas and areas of distortion will be recorded and corrected.
- b) Oil pan shall be inspected for damage with Non-Destructive Testing(NDT) testing, with repairs made as necessary, paying particular attention to oil suction pipe.
- c) Base rails will be inspected for straightness, with repairs to be made if out of tolerance.
- d) All dowel holes in base are welded.
- e) Oil pan is fitted to case with OEM tolerances.
- f) Oil pan will be sealed

3.2.5 Crankcase Repair

- a) All fractures, excessive wear areas and areas of distortion will be recorded and corrected.
- b) Head seat surfaces that are not square are skim cut. Head seats that do not meet OEM standards shall be welded and machined.
- c) Upper pilot bores shall be wire wheel brushed and diameters checked in two (2) positions, with repairs made as needed.
- d) Water jumper bores will be reamed to 1.447"-1.448" and then measured and inspected for wear groove and excessive rust pitting.
- e) Bore size not to exceed 1.450", if oversize shall be welded and machined.
- f) Lower liner insert bores wired brushed and polished. Bores will be checked in two (2) locations, readings recorded, and bore size restored by welding/re-boring if oversize.
- g) All cam pads and keyways checked for wear and alignment.
- h) The exhaust manifold surface will be machined. All bolt holes will be cleaned to the bottom of the hole, tapped and qualified by a go-no go thread gauge. those not qualifying will be repaired with keenserts.
- i) End plates will be visually inspected for damage and squareness and repaired as necessary. Block will be doweled to the pan and checked for length and alignment by dial indicator. Dowels and dowel holes will be checked for fit.
- j) Top deck frame surfaces shall be checked for damage and straightness, repairing as necessary. All new latches and supports will be applied and the frame cut to length per OEM specifications.

- k) Piston cooling brackets and manifolds will be checked on granite table for alignment and damage, with repairs made as indicated.
- l) Water manifold sleeve bores will be checked, with bushings to be replaced 100% new.
- m) Block and overspeed trip housing will have drain back OEM modification.
- n) All CRV tubes are dial bore checked and brought back to OEM standard size for new CRV seal.
- o) All handhole cover surfaces are dimensionally checked and wear steps removed.
- p) Case will be sealed.

3.2.6 Prime Mover

- a) Crankshaft will be Class "D" and modified for a bolt on stub shaft.
- b) Install new EMD main bearings.
- c) NEW hydraulic gear type damper.
- d) Water pumps remanufactured to EMD M.I.
- e) Lube oil pumps remanufactured to EMD M.I.
- f) New hot oil detector.
- g) Engine detector remanufactured to EMD M.I.
- h) Remanufactured governor.
- i) Remanufactured engine blowers.
- j) Remanufactured governor drive.
- k) Remanufactured camshafts with new bearings.
- l) Remanufactured auxiliary drive.
- m) Remanufacture fuel filter assembly with new filters.
- n) A/C coupling with new rubber grommets.
- o) Power assemblies with new Viton head seat rings.
- p) Modify engine block with drain back.
- q) New fuel lines.
- r) Environmental hose kit.
- s) Remanufactured lay shafts.
- t) All gears will be requalified.
- u) All gasket surfaces will be cleaned.
- v) Ensure counter weights match engine configuration.

3.3 Generators

Main generator type, D-12 with D-14 alternator or better. Generator to be cleaned and qualified to OEM requirements including load tests. Same requirements for the auxiliary generator

3.4 Wheel Base

Truck (each) wheel base	9'
Distance between Truck Center	31'
Wheels and Bearings	AAR approved, as outlined in rules 36 and 41

3.5 Maximum Dimensions Overall (Plate "C")

Width	10'3"
Height	14'6"
Length (Between Coupler Pulling Faces)	56'2"

3.6 Weight

Locomotive Fully Loaded	256,000 lbs. max
On-Drivers Fully Loaded (4 ea)	100% (256,000 lbs.)

3.7 Minimum Radius Curve (Degrees - Feet)

Single Unit without Train	39° - 150' Locomotive with 1 car
Multiple Unit Operation with 50 Cars	21° - 274' - 2 Locomotives coupled with E couplers

3.8 Supplies Total Capacity (Typically)

Engine Lube Oil	165 - 243 Gal.
Fuel Oil - Basic	900 - 2600 Gal.
Engine Cooling Water	254 Gal.
Sand	56 Cu. Ft.
Speed - Max (62:15)	65 MPH
Gear Ratio	62:15
Operating Over speed	990-1005 RPM
Operating Low Water Trip	0.99K Pa or 101.6mm (4") Water
Operating Crank Case Trip	0.20-0.62K Pa, 20.32 - 63.50mm (8: - 25") 20
Multi-Unit Operation Capability	27 Pin standard as specified by AAR

3.9 Configuration Requirements

Locomotive(s) must be equipped with the following:

- a) Operating spark arrestors
- b) Operative Ground Relay System
- c) Control Operating Console, EMD Number 9331026 or approved equal
- d) Automatic drain valves on bottom of center drain on each primary air system along with a manual drain
- e) Air reservoirs shall be drilled with telltale holes and given hydrostatic test to comply with CFR-49 standards
- f) Fuel tanks shall be cleaned and flushed internally, sandblasted and painted externally and pass a standard leak test
- g) Operating sight gauges shall be on both sides of the fuel tank
- h) Brakes (Air) with updated inspection
- i) Locomotive cab noise shall conform to CFR-49 sect. 229.121 standard
- j) Non-resettable duty cycle hour meter shall have the following function, Notch Location (Idle, and 1-8) and Total Hours per notch location for a total of ten (10) display indicators
- k) Locomotive shall be fully loaded and hi-pot tested, according to railroad industry standards
- l) Locomotive windows to comply with CFR-49 section 223
- m) Locomotives shall have toilets removed and floor repaired
- n) Locomotive shall be wired to AAR standard 27-wire train line, basic AAR pin arrangement, and be ready for Multi-Unit Operation
- o) Locomotive shall have Wheel Slip Protection
- p) Locomotive shall comply with all CFR-49, subpart C, and AAR safety requirements
- q) Battery compartment shall be renewed, primed, painted and have proper ventilation
- r) Alerting Strobe Light (Amber Color) at both ends of the locomotive
- s) Locomotive shall have Operative Bell and Horn

- t) Locomotive shall have an operating four-channel, crystal type, Transmit and Receive radio. Frequencies TBD at time of contract award
- u) Locomotive shall be power test loaded and hi-pot tested according to EMD maintenance manual instructions for the specific locomotive configuration
- v) Non-skid flooring shall be applied on top of new Benelex sub-floor inside the cab
- w) Locomotive shall be equipped with double acting clasp brakes; two (2) shoes per wheel on all wheels
- x) Locomotive shall be equipped an operating digital speedometer with electronic event recorder (Quantum or equal), Ditch lights per FRA
- y) Painting and Stenciling (see section 3.10.)

3.10 PAINTING

Contractor shall follow AAR Requirements for surfaces that are not to be painted. Ferrous metal surfaces to be painted shall be cleaned by sandblasting, commercial grade grit blasting, or mechanical or chemical means to remove all existing loose paint or other materials. Surfaces to be painted shall be coated with a primer pretreatment coating within 24 hours prior to the application of the primer. Ferrous surfaces requiring finish painting shall be primed with one coat of rust inhibiting high solids, low volatile organic compound (VOC) urethane or acrylic compatible primer. Dry film thickness to be in accordance with the paint manufacturer's instructions. All repaired surfaces to be painted which will be inaccessible after assembly shall have primer applied before assembly, except in weld area. Finish paint shall be two coats dry film thickness of each coat to be 1.2 to 1.8 mils. Paint thickness shall be 4-mil minimum dry thickness combined primer and topcoat or in accordance with the paint manufacturer's instructions. The paint system compliant status total VOC shall be less than 3.5-lbs/gal (0.419 kg/liter).

Paint Specifications for Locomotives, shall conform to AAR Standard M-1001 Section C, Part II, Section 5.2

Paint Classification:	Urethane or Acrylic
Primer:	Urethane or Acrylic Compatible
Substrate:	Primed Steel
Pre-treatment:	Sandblasted
Federal Color Standard:	595B: White # 17925 Black # 17038 Yellow # 13538 Red # 11105

3.11 Application to Locomotives

a) Color application:

Body: Red
Underframe and walkways: Black
Handrails and steps: Yellow
Trucks: Black (fog coat only)
Stenciling: Yellow (United States Army), Black for all other stenciling required by AAR.

- b) Locomotive Identification shall comply with 49 CFR section 229.11.
- c) All other AAR or DOT required stenciling to be: Black on red background color.
- d) Additional markings shall be in accordance with AAR Section L-Lettering and Marking of Cars, as applicable. Adhesive backed film markings must be applied at surface temperatures between 40 and 100-degrees Fahrenheit (4 °C and 37.8 °C).
- e) Grab irons, uncoupling levers, and sill steps shall be painted safety yellow. NOTE: Only component supplier will paint telescoping portions of uncoupling lever.
- f) An anti-skid deck-covering compound will be applied to the steel deck plate walkway before painting. Decks or walkway surfaces made of anti-skid material do not require anti-skid coating.

3. Inspection Procedure For Contractor

All repair, reconditioning, inspection and tests must be conducted and documented by a shop which uses AAR approved practices and procedures and is recognized by the railroad industry. If wheels or bearings have to be replaced, an AAR approved shop must perform work. The contractor's facilities must be serviced by a railhead and be serviced by a recognized railroad. The facilities must also meet the OSHA and EPA recognized standards.

Each locomotive shall be examined by the contractor and certified in writing that each meet the specifications and minimum requirements of the specifications contained herein. The Government reserves the right to inspect the locomotive(s) prior to any re-work/repair work proposed and may occur at the location of the repair. Final acceptance will take place at the destined Army installation facility. The Government shall verify specification compliance at the point of final acceptance. The following check list shall apply:

3.1. Exterior

- g) General overall appearance is clean and structurally correct as originally designed.
- h) Structural damage is nonexistent or proper repairs have been made.
- i) No evidence of locomotive body sag or twist.
- j) Must be free from any corrosion or oxidation.
- k) Must be properly stenciled according to AAR interchange rules.
- l) A properly programmed Automatic Equipment Identification (AEI) tag shall be attached and registered with the AAR.

3.2. Underframe

The underframe shall be damage-free and structurally intact and have legible badge plates. Original stamped OEM serial number must be visible on locomotive frame.

3.3. Trucks

- g) Springs correct for locomotive application.
- h) Wheels are in accordance with specifications.
- i) Side bearings and bolsters have proper clearances.
- j) Wheel bearings are in accordance with AAR and OEM requirements.
- k) Journal boxes and side frames meet qualified OEM tolerances.
- l) Bolster and body centerplates meet OEM tolerances and have proper lubrication.

3.4. Couplers

- g) Check pockets for repairs or cracks.
- h) Check for proper height of coupler (34½ inches (87.6 cm) from top of rail to center).
- i) Check and measure coupler knuckle for operation and condition.
- j) Check installation of bottom couplers at both ends.
- k) Check for specification manganese steel wear plates on all coupler carriers.
- l) Check for operation of uncoupling system.

3.5. Brakes

- j) Check all air brake valves for proper size and type.
- k) Check main reservoir both emergency and main.
- l) Check angle cocks, both A and B end.
- m) Check all brake rigging for cotter pins and worn out lever pins.
- n) Check brake levers for proper operation and contact with locomotive body.
- o) Check hand brake for operation and correct application.
- p) Check all safety hangers.
- q) Check for proper FRA piston travel.
- r) Apply new composition brake shoes.

3.6. Safety Appliances

- b) Check for proper clearances and applications.
- c) Check to ensure handholds and sill steps installed are secured properly.

4 Documentation

Upon delivery to destinations, the contractor shall provide documentation for the locomotive(s) by road number. The contractor shall provide to the Volpe National Transportation Systems Center (VNTSC) four (4) copies of manuals, which include the locomotive's dimensions and components for identification and maintenance and Operator's Procedure Manual, Operator's Service Manual Including Lubrication orders, All Electrical Schematics and Wiring Diagrams, and Diagrams of all water, fuel, air and lube systems. Two (2) copies of all certifications, tests, repairs and inspections must also be provided. The contractor shall also provide to the U.S. Army Tank-automotive and Armaments Command AMSTA-LC-AF-IM, the authority to copy and distribute for their use, any documentation including that which is copyrighted. The documentation is to include the following:

4.1 To Be Submitted With Offer (one copy each)

The contractor shall include with the bid, a general arrangement drawing of proposed locomotive for reconditioning, one copy of all permits (State, local, EPA, etc.) and the AAR and/or OEM certifications for all shops that will be used for the remanufacturing, reconditioning, or re-qualifying of the locomotives and components.

4.2 To Be Submitted Prior To Award Of Contract: (one copy each)

- a) Delivery schedule.
- b) A listing of all of the major components on the locomotive(s) with the name of the manufacturers, component model numbers.
- c) A Quality Assurance Plan shall provide a description of the procedures that will be used to provide quality assurance of the end product including any testing procedures and calibration of equipment, tooling and supplies.
- d) Primary location for the work.

4.3 To Be Submitted At Final Acceptance Of Equipment (three copies each)

- a) The results of all Quality Assurance inspections, tests, etc., a listing of all items that were change modified or replaced on each locomotive.
- b) Locomotive(s) operating manual.
- c) Locomotive(s) maintenance manual.
- d) Recommended list of spare parts and consumables for one year operation.
- e) Training outline for delivery point.

Contractor shall provide all available locomotive historical records, including ownership titles and deeds, logs and maintenance records (one copy)

5 Contractor Ability

As a minimum, the contractor should have the following facilities and capabilities:

- a) Technically qualified personnel
- b) Capability to sandblast locomotive, if required, in accordance with OSHA standards
- c) Facility to paint locomotive in accordance with OSHA standards
- d) Trackage leading to shops and connecting to a railroad
- e) Facilities required to fulfill requirements of this contract
- f) Familiar with AAR/FRA rules and standards
- g) Facility to remove oil and fuel to meet OSHA/DEQ standards
- h) Proof of similar previous work performance and quality
- i) Locomotives shall be moved over rail, not trucked
- j) Capability to supply all manuals, parts list and operating manuals for the locomotives being offered
- k) Facility capable of load testing for horsepower and hi-pot testing.

The bidders shall provide DOT/VNTSC with their description of the procedures involved, the criteria used in component evaluation and the certifications applicable for re-qualifying a locomotive.

Contractors shall notify DOT/VNTSC 10 days prior to any operational testing so DOT/VNTSC can exercise the option of sending a representative to the facility to witness any and all tests.

The delivery period for used reconditioned/re-qualified locomotive(s) after the award of this contract is up to a maximum of 270 days. Delivery and final acceptance will be at the Military Ocean Terminal Concord (MOTCO) Port Chicago, California. Contractor will provide transportation from point of work to MOTCO.

6 Final Inspection

Areas to be inspected for compliance with AAR Interchange and 49-CFR at locomotive's acceptance shall include, but not be limited to the following:

- | | |
|---|---|
| <ul style="list-style-type: none"> a) General Data b) Major Dimensions c) Supplies (Capacities) d) Maintenance History e) Trucks <ul style="list-style-type: none"> Gear Ratios Wheel Sizes Wheel Bases Radius Curve Capabilities Springs Brakes, hangers, levers, etc. Center castings, side frames Bearings Brake shoes f) Body <ul style="list-style-type: none"> Hoods (long and short) Doors and Hardware Hand-holds and hand-rails Center castings End arrangements Ditch lights g) Cab <ul style="list-style-type: none"> Seats Flooring Glazing Cab Equipment Location Clean Cab Design (where applicable) Electrical Cabinet in Cab shall contain non-resettable duty cycle hour meter h) Miscellaneous <ul style="list-style-type: none"> Draft gear and coupler M/U Equipment Speed Recorder Event recorder Locomotive Bell/Horn | <ul style="list-style-type: none"> Sanding Safety Devices i) Locomotive Lube Oil System <ul style="list-style-type: none"> Safety Devices Cylinder Inspection Bearing Inspection j) Locomotive Fuel Oil System <ul style="list-style-type: none"> Injectors Rack Settings Fuel Oil Bypass/Return Sight Glass k) Locomotive Cooling System <ul style="list-style-type: none"> Radiators Cooling Fans and Shutters Cooling Fans and Hi/Low Operations Coolant Solution Piping l) Governor <ul style="list-style-type: none"> Load Regulator Pilot Valve Engine Speed Control m) Locomotive Protective Devices <ul style="list-style-type: none"> Low Oil Pressure Shut Down Engine Protector Overspeed Trip Hot Oil Shut Down n) Electrical Miscellaneous <ul style="list-style-type: none"> Low Voltage Motors Fuel Pump Cab Heaters o) Power Circuits and Equipment <ul style="list-style-type: none"> Main-/Auxiliary Generators Traction Motors Power Contactors Reversers Dynamic Brakes (where applicable) Transition |
|---|---|

p) A/C Circuits and Equipment

Alternator
Cooling Fans
Traction Motor Blowers

Switches
Batteries and Charging
Circuits
Lighting Circuits

q) Low Voltage Circuits and Equipment

Auxiliary Generator
Control Circuit
Control Relays and

Air Compressor
Air/Water Coolant
Output in Minutes
General Operation

6.1 Air Brakes

Air brakes shall be tested and adjusted until satisfactory performance is obtained to comply with current AAR interchange Rules, AAR Field Manual, and 49 CFR 229.

6.2 Water Tightness

- a) The locomotive shall be water tested to assure that the locomotive is nominally watertight.
- b) The roof sides and ends of the locomotive structure shall be sprayed with water concentrating in the area of the electrical cab rooftop and the section of the low nose welding area. The water shall be sprayed from a hand held hose at a pressure of approximately 70-psi.
- c) The windows and doors shall be tested for nominal water tightness. The same test as described in Section III.B above must be used to show water tightness of the windows and doors.
- d) All spray applications shall run for ten minutes before the inspection for leaks begins and shall run continuously during the inspection.

6.3 Load Tests

- a) Fuel Hydro and pre-lubricate
- b) Start and check for leaks.
- c) Shutdown and check main and rod bearing temperatures.
- d) Run in 2nd notch (loaded) for 30 minutes, shutdown and check main and rod bearing temperatures.
- e) Run in 4th notch (loaded) for 30 minutes, shutdown and check main and rod bearing temperatures.
- f) Run in 6th notch (loaded) for 30 minutes, shutdown and check main and rod bearing temperatures.
- g) Run in 8th notch (loaded) for three hours, periodically checking bearing temperatures.
- h) Record all readings of pressure, temperature and vacuum.
- i) Correct any leaks or malfunctions and retighten engine.
- j) Record all temperature readings C through H.

6.4 Road Test

Locomotive shall operate at a receiving facility for a period of four (4) hours doing the following:

- a) Switching
- b) Hauling freight
- c) Setting out cars
- d) Picking up cars

6.5 Other Provisions

- a) Contractor shall mount a brass Data Plate at the right front and left rear side sill of locomotive with the following data:
- b) Locomotive Type (Typically) GP-XX
- c) Year Built
- d) Gross Weight on rail with full supplies
- e) Length over coupler pulling faces
- f) Height above top of rail
- g) Manufacturer (original)
- h) Year reconditioned this contract
- i) Reconditioning vendor
- j) Contractor shall provide a minimum of two days (8 hours per day) training in locomotive operation and maintenance at final points of delivery for each locomotive. Training requirements to include hands-on operations with on site personnel responsible for locomotive maintenance and operation within seven days following delivery of the locomotive/locomotives.
- k) Contractor shall provide initial consumables and spare parts for each locomotive

6.6 Inspection and Test Witness Provisions

DOT/VNTSC shall have the option of inspecting work at any time and witnessing all component or sub-system tests.

To allow VNTSC to arrange an inspection, the contractor shall maintain with DOT/VNTSC a current work schedule and shall provide DOT/VNTSC with ten (10) days notice prior to performing the ACCEPTANCE TESTING defined herein. At the time of ACCEPTANCE TESTING the government will also inspect the locomotive for AAR and FRA compliance defined herein.

7 Warranty

The contractor shall provide a maintenance warranty period of 1 year consisting of parts and labor beginning date of government acceptance at final destination location. Warranty shall cover labor, parts, material, equipment and any associated transportation required to support this warranty. Work performed under warranty requiring locations other than the original destination shall be at the contractor's expense.

SECTION V - SOLICITATION PROVISIONS

5.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE. (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.dot.gov/ost/m60/tamtar>

5.2 CONTRACT AWARD UNDER TEST PROGRAM

Contract Award Under Test Program

This procurement is being conducted in accordance with Federal Acquisition Regulation Subpart 13.5 - Test Program for Certain Commercial Items. The contracting officer is utilizing policies and procedures prescribed in Part 12, Acquisition of Commercial Items, Part 13, Simplified Acquisition Procedures, and Part 14, Sealed Bidding.

52.212-1 INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS. OCT 2000

Addenda to FAR Provision 52.212-1: the following provisions are incorporated by reference.

52.212-34 SUBMISSION OF OFFERS IN ENGLISH LANGUAGE APR 1991

52.212-35 SUBMISSION OF OFFERS IN U.S. CURRENCY APR 1991

5.3 52.212-2 EVALUATION - COMMERCIAL ITEMS. (JAN 1999)

(a) The Government will award a contract based on the lowest price per locomotive by destination up to the required quantity of two (2) remanufactured locomotive from those bids determined to be both responsible and responsive and meet the requirements of this IFB. The unit price bid will be added to the destination charge bid to determine the lowest price per unit, per destination. The Government may award less than the total quantity offered by a bidder. The Government will not make an award if price is considered unreasonable even if the total quantity is not achieved.

(b) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

**5.4 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS.
(APR 2001)**

(a) *Definitions.* As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service -

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Service-disabled veteran-owned small business concern" -

(1) Means a small business concern -

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern -

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern -

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

[] TIN: []

[] TIN has been applied for.

[] TIN is not required because:

[] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

[] Offeror is an agency or instrumentality of a foreign government;

[] Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

[] Sole proprietorship;

[] Partnership;

[] Corporate entity (not tax-exempt);

[] Corporate entity (tax-exempt);

[] Government entity (Federal, State, or local);

[] Foreign government;

[] International organization per 26 CFR 1.6049-4;

[] Other []

(5) *Common parent.*

[] Offeror is not owned or controlled by a common parent;

[] Name and TIN of common parent:

Name []

TIN []

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it [] is, [] is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it [] is, [] is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [] is, [] is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it * is a women-owned business concern.

(7) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: []

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. *[Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]*

(i) *[Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).]* The offeror represents as part of its offer that it * is, * is not an emerging small business.

(ii) *[Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).]* Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees	Average Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 - 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001 - \$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(9) *[Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]*

(i) *General.* The offeror represents that either -

(A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It [] has, [] has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) * *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:_____.]

(d) *Representations required to implement provisions of Executive Order 11246* - (1) Previous contracts and compliance. The offeror represents that -

(i) It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It [] has, [] has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that -

(i) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).* (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) *Buy American Act - Balance of Payments Program Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act - Balance of Payments Program - Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act - Balance of Payments Program - Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(2) Foreign End Products:

Line Item No Country of Origin
[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American Act - North American Free Trade Agreement - Israeli Trade Act - Balance of Payments Program Certificate.* (Applies only if the clause at FAR 52.225-3, *Buy American Act - North American Free Trade Agreement - Israeli Trade Act - Balance of Payments Program*, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act - North American Free Trade Agreement - Israeli Trade Act - Balance of Payments Program" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act - North American Free Trade Agreement - Israeli Trade Act - Balance of Payments Program":

NAFTA Country or Israeli End Products:

Line Item No Country of Origin
[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act - North American Free Trade Agreement - Israeli Trade Act - Balance of Payments Program." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No Country of Origin
[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act - North American Free Trade Agreements - Israeli Trade Act - Balance of Payments Program Certificate, Alternate I (Feb 2000).* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act - North American Free Trade Agreement - Israeli Trade Act - Balance of Payments Program":

Canadian End Products:

Line Item No.

[List as necessary]

(3) *Buy American Act - North American Free Trade Agreements - Israeli Trade Act - Balance of Payments Program Certificate, Alternate II (Feb 2000)*. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act - North American Free Trade Agreement - Israeli Trade Act - Balance of Payments Program":

Canadian or Israeli End Products:

Line Item No

Country of Origin

[List as necessary]

(4) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, *Trade Agreements*, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products:

Line Item No

Country of Origin

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that -

(1) The offeror and/or any of its principals [] are, [] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) [] Have, [] have not, within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;

(3) [] Are, [] are not presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of these offenses; and

(4)(i) The offeror, aside from the offenses enumerated in paragraphs (1), (2), and (3) of this paragraph (h), [] has [] has not within the past three years, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws -

(A) Been convicted of a Federal or state felony (or has any Federal or state felony indictments currently pending against them); or

(B) Had a Federal court judgment in a civil case brought by the United States rendered against them; or

(C) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.

(ii) If the offeror has responded affirmatively, the offeror shall provide additional information requested by the Contracting Officer.

(i) *Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549)*. The offeror certifies, to the best of its knowledge and belief, that--

(1) The offeror and/or any of its principals [] are, [] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) [] Have, [] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and [] are, [] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(j) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product []

Listed Countries of Origin []

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.